

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 12	
2. Amendment/Modification No. P00017		3. Effective Date 2007JUN07		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHEA JOSEPH S. SCOTT (586)574-7312 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: JT EMAIL: JOSEPH.SCOTT@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA - YORK PO BOX 15512 YORK PA 17405-1512 SCD C PAS NONE ADP PT HQ0337		Code S4201A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS INC. 1100 BAIRS RD YORK, PA 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W56HZV-04-C-0725 10B. Dated (See Item 13) 2004AUG25	
Code 06085		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) RICHARD K. KULCZYCKI RICHARD.KULCZYCKI@US.ARMY.MIL (586)574-7299			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUN07	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of modification P00017 to Contract number W56HZV-04-C-0725 is to:

1. Correct the totals in paragraph C.16.1.2 to reflect the additions added by modification P00016.
As a result of this action paragraph C.16.1.2 will reference a total of \$212,000.00 in lieu of the \$172,000.00.
2. In addition to the above the following Scope Of Work (section C.20.1 through C.20.5) is being added to the contract.
3. As a result of the above changes there is no increase or decrease to the contract price.
4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0018 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

MANUFACTURING TECHNICAL ASSISTANCE
 Scope of Work (SOW)
 EGYPTIAN M88A2 COPRODUCTION

C.1 MANUFACTURING TECHNICAL ASSISTANCE (MTA): OBJECTIVE

The Contractor shall provide MTA efforts and program management in order to assist the US Govt/Arab Republic of Egypt (USG/ARE) in the execution of the planned M88A2 HERCULES Coproduction Program. The M88A2 Coproduction Program shall maximize use of the space available and existing plant equipment now in the Egyptian Tank Plant (ETP). The MTA objective is to ensure production capacity/capability for M88A2 vehicles at the ETP. The vehicles produced shall be comparable in configuration and quality as those of the US Army. Contractor personnel located in both the United States and on-site at the ETP shall assist and advise USG/ETP personnel as required to facilitate and meet the objective. Major tasks included in this SOW are:

- Program Management C. 2
- Configuration Management C. 3
- Pre-Production Engineering Support C. 4
- Training C. 5
- Equipment Identification/Definition C. 6
- Validation/Verification of Configuration Changes C. 7
- Engineering Support to Production/Technical Assistance C. 8
- Integrated Logistics Support/Total Package Fielding C. 9
- Property Management C. 10
- Proposal Costs C. 11
- Packaging and Shipping Data Development C. 12
- Material Handling and Processing for Shipment C. 13
- CONUS Local Purchase C. 14

C.2 PROGRAM MANAGEMENT:

The Contractor shall provide the support and effort necessary to participate as part of the Coproduction Management Office (CMO)/USG/ETP/Contractor Management Team both in CONUS and OCONUS. The functions of the Management Team will be to participate in program reviews, program scheduling, as well as identification and resolution of program related problems. The Contractor will assist, as described below, in monitoring the development and implementation of the production program at the ETP. The Contractor will provide direction and coordinate between the various related Coproduction tasks such as MTA, production and logistic support, and will act as the lead in identifying the impact of USG and ETP generated changes/decisions and providing recommendations and possible solutions. The Contractor shall provide the efforts necessary to conduct planning and to apply and manage its resources to ensure that MTA objectives and scheduled milestones are completed successfully. The Contractor shall develop and implement the program plans to identify and integrate all tasks, task schedules and budget for all functions. The Contractor shall establish and maintain the schedules, budgets and administrative controls to measure and report performance for all functions.

C.2.1. PROGRAM CONTROL AND ADMINISTRATION: Under this contract, the Contractor is responsible only to the designated Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), and Contracting Officers Representatives (CORs). CORs will be designated members of the Coproduction Management Office (CMO) located in Sterling Heights, Michigan as well as the Coproduction Field Office (CFO) located at the ETP.

C.2.1.1 Contracting Officers Representatives: The Government will designate a CONUS and OCONUS COR for this contract as the points of contact for technical matters relating to the performance of this contract. After award of the contract, the PCO will officially designate the CORs and shall advise the Contractor in writing of the scope of responsibility with which each COR will be empowered. In no event shall the CORs be authorized to make changes to the scope of this contract. Changes to the contract can only be accomplished by the PCO (or ACO) by properly executed contract modifications.

C.2.2 PROGRAM INTERFACE AT ETP: The Contractor shall interface between the M88A2 Coproduction Program and other contractors program efforts within the ETP complex. The contractor shall also retain responsibility for the coordination of all efforts within the M88A2 Coproduction Program in order to assure compliance with programs, plans, objectives and schedules. The Contractor shall elevate any disputes with other contractors to the CFO/CMO for resolution.

C.2.3 MASTER PROGRAM PLAN:

C.2.3.1 The Contractor will provide an update to the Government-furnished Master Program Plan in accordance with CDRL A001, to describe program tasks and identify when they will be accomplished. The plan includes all Coproduction efforts and activities within the contract objectives and milestones. This document shall serve as guidance to the Contractor for accomplishment of the MTA effort, and shall be submitted for Government approval within 30 days of contract award.

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C.2.3.2 Work Breakdown Structure: The Master Program Plans schedule will serve as the baseline for the Work Breakdown Structure (WBS). The Government-furnished WBS shall be updated as required and submitted in accordance with CDRL A002. The plan and WBS will be used to develop scheduling and budgeting systems and the more specific intermediate level operating and department plans. The Contractor shall manage the program to the requirements of the Master Program Plan, WBS, and schedule.

C.2.3.3 Final Inspection Record (FIR): The completed vehicles will be inspected and tested and accepted by the Government of Egypt (GOE) in accordance with a Final Inspection Record.

C.2.3.4 Security Guidelines: The security guidelines for this contract are referenced in HERCULES Heavy Recovery Vehicle Security Classification Guide dated 20 May 98.

C.2.3.5 Work Content: Any changes to the work content and documentation must be supported by a contract modification reflecting the mutual agreement of the parties.

C.2.4 PERSONNEL MANAGEMENT:

C.2.4.1 Staffing Plan: The Contractors Government-approved Staffing Plan is due 90 days after contract award. The plan shall provide a description of the technical skills and management expertise comprising the Contractor staffing at both CONUS and OCONUS locations. A cross reference explanation of the relationship between the Staffing Plan and contract SOW shall be provided with the Staffing Plan. The Approved Staffing Plan will be incorporated by reference to the contract.

C.2.4.2 Reporting: The Contractor will provide a Semi-Annual Report tracking performance against the Staffing Plan and Master Program Plan baselines in accordance with CDRL A003. The Semi-Annual Report will separately address CONUS and OCONUS staffing levels and identify the technical skills, management expertise, and corresponding headcounts at each site. Changes from the prior reporting period will be indicated. The Government may request interim updates for review in addition to the Semi-Annual Report and original Plans.

C.2.4.3 Contractor OCONUS Work Schedule: The normal work week for OCONUS Contractor personnel shall be forty (40) hours. These hours shall be expended at the discretion of the Contractor during the period Saturday through Thursday. Instructional periods will only be scheduled Saturday through Wednesday. The Contractor shall adjust the work week schedule to accommodate the Ramadan and Egyptian National holidays. Training hours will be decreased during the Ramadan period. The Contractor shall make maximum use of these periods for leaves and personal absences.

C.2.4.4 Personnel Support Services (PSS): The Contractor shall provide for and manage PSS for all Contractor employees and their authorized dependents, stationed in Egypt in support of the M88A2 HERCULES Coproduction Program. PSS is defined as the resources in terms of personnel housing services, transportation, maintenance, utilities, medical care, and other related efforts/services associated with the life support of program personnel. PSS for Local Nationals shall be provided in accordance with Egyptian laws. The contractor will provide transportation services to the ETP and have drivers on hand to accomplish transportation of employees to and from their work sites and other transportation required to support the program.

C.2.4.4.1 The contractor shall be responsible for providing and maintaining office space at the ETP for Contractor personnel.

C.2.4.5 Business Travel: The Contractor shall submit a 45-day advance notification for business travel to ETP and other Egyptian Military OCONUS sites performed under this contract. Emergency OCONUS travel requiring less than 45-day notice may be submitted for approval by the M1 International Management Office (MIMO) on a case-by-case basis. All requests are subject to the approval of the MIMO. Requests for CONUS personnel traveling to CONUS sites are not required. The contractor shall notify the MIMO of personnel visits in the area when on official business travel.

C.2.5. FORMAL REVIEWS: The Contractor shall be responsible for coordination, preparation and management of two (2) major In-Process Reviews (IPRs), and two (2) CONUS Program Management Reviews annually. Of the 2 IPRs, one (1) will be held in CONUS and the other OCONUS. The contractor shall obtain a site to hold these reviews, provide necessary audio-visual equipment and assist visitors in obtaining lodging accommodations. Agendas, charts, presentation handouts, minutes and action items shall be prepared by the Contractor as required by CDRLs A004 & A005 in coordination with the MIMO. The Contractor shall also be responsible for providing pertinent program status and issues for these reviews, as well as reporting on previous action items.

C.2.6 CONFERENCE CALLS: The Contractor shall participate with the USG/ETP in one (1) weekly conference call focused on Production and one bi-weekly conference call focused on Logistics issues. Minutes shall be prepared by the Contractor and electronically distributed at least three (3) days prior to the next scheduled call.

C.2.7 LOCAL RESIDENT SUPPORT: The Contractor shall provide local support to the MIMO located in Sterling Heights, Michigan. Personnel serving in this capacity should have sufficient knowledge of on-going activities of M88A2 Coproduction Program and be able to represent the Contractor in making program decisions and executing program direction as required.

C.2.8 MEETINGS: The Contractor shall attend meetings with the COR(s), ETP Management, suppliers and other responsible parties to ensure compliance with the Egyptian Coproduction Office objectives.

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C.2.9 FINANCIAL MANAGEMENT: The Contractor shall develop and maintain a baseline, cost budgeting, scheduling and control system to manage and report program related costs and variances by WBS element. The Contractor shall provide cost reports per CDRL A006. Performance and cost reports shall be provided to the USG twenty-five (25) days after the first of each succeeding month.

C.2.10 CONTRACT DATA REQUIREMENTS: The Contractor shall prepare technical data in the format and scope specified in the applicable Data Item Description (DID) DD Form 1664 included in Exhibit A. This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

C.2.10.1 Electronic delivery of data is the preferred method of delivery. A copy of the cover letter forwarding each CDRL submittal shall be provided to the Procuring Contracting Officer (PCO) and the COR.

C.3 CONFIGURATION MANAGEMENT:

C.3.1 Configuration Management System: The Contractor shall oversee a configuration management system in accordance the Configuration Management Plan tailored and approved for the program.

C.3.2 Configuration Management Plan: The Contractor shall update the Government-furnished Egyptian Coproduction Program Configuration Management plan in accordance with CDRL A007, as necessary to adapt to the Contractors configuration management system.

C.3.3 Configuration Control- CONUS: The Contractor will participate in the evaluation and processing of engineering changes, deviations, and waivers generated from either USG or ETP personnel.

C.3.4 Impact Statements: The Contractor shall provide impact sheets to the ETP in accordance with the updated Configuration Management Plan.

C.4 PREPRODUCTION ENGINEERING SUPPORT:

C.4.1 MANAGEMENT INFORMATION SYSTEM (MIS): The Contractor is required to utilize the ETPs Management Information System to the maximum extent possible. The Contractor shall calibrate, modify, or input any necessary changes or data elements to the existing MIS Modules for transition to the M88A2 HERCULES Coproduction Program.

C.4.1.1 Manufacturing Drawings and Work Instructions: The Contractors OCONUS personnel shall work with and advise ETP personnel in adapting and customizing the provided production documentation to the ETPs needs. The Contractor is not responsible for the ETP generated production documentation.

C.4.2 ENGINEERING TECHNICAL LIAISON: OCONUS Contractor personnel shall advise in the interpretation of drawings, specification and manufacturing operation data, perform evaluation of material characteristics and properties, provide technical liaison to manufacturing, packaging and material storage and control activities, and advice ETP/MIMO on product defect correction and engineering change recommendations. The Contractor shall actively participate in ETP configuration change review meetings, part source evaluation, supplier problem discussions, and material review board meetings.

C.4.3 QUALITY PROGRAM PLAN: The Contractor shall update the Government-furnished ETP Quality Assurance Plan in accordance with CDRL A008 as necessary to adapt provisions of the Contractors Quality Program Plan.

C.4.4 PRODUCTION PLANNING: The Contractor shall provide planning for the update of ETP factory layouts and building construction requirements for Egyptian M88A2 Coproduction Program as the need arises. These shall include plans and guidelines for equipment installation and tryout, and the technical support and oversight of actual equipment installation and tryout. Equipment installation plans and the special tooling and special test equipment acceptance criteria will be defined by the Contractor as part of the factory systems checkout and process validation procedures.

C.4.5 The Contractor shall update ETP process documentation as required to reflect the vehicles to be produced. Updates shall be submitted in accordance with the impact statement process currently in place.

C.5 TRAINING:

C.5.1 The Contractor shall conduct training for ETP instructor personnel per the Master Program Plan. Training of ETP instructor personnel will be Train the Trainer type training, whereby the Contractor shall train ETP instructors who, in turn, will train the ETP workforce. As a prerequisite for entry into this training, ETP instructor personnel must have successfully completed the ETP Instructional Systems Development Course. Additionally, the ETP instructors must have some educational and practical experience in mechanical, electrical, and automotive areas. The Contractor shall advise the ETP Management of any specifically required skill prerequisites for students prior to the commencement of training.

C.6 EQUIPMENT IDENTIFICATION/DEFINITION (Manufacturing, Quality, and Facilities):

C.6.1 The Contractor shall identify standard tooling, special tooling and Industrial Plant and Other Plant Equipment, including

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special test equipment, based on the Contractor/USG assessment of equipment performance requirements. The Contractor will update lists of Equipment, Tooling, Fixtures, and Facilities, and identify the general requirements and procurement specifications for special tools and equipment items, special test equipment, and special facilities modifications based on assessment of the Process Documentation, as necessary.

C.6.2 Any equipment to be procured from the Contractor will be purchased by the USG under this MTA contract. CLIN 0004AA is established for this equipment and will be definitized on a Firm Fixed Price Basis.

C.6.2.1 Items acquired from the Contractor, in accordance with paragraph C.6.2, will be identified in an attachment to the Contract.

C.7 VALIDATION/VERIFICATION (VAL/VER) OF CONFIGURATION CHANGES IN PRODUCTION:

Validation/Verification is the process by which the M88A2 is demonstrated capable of being produced utilizing the deliverable data and specific equipment items in accordance with the established procedures and the Technical Data Package.

C.7.1 Each key manufacturing operation transferred to ETP shall undergo the VAL/VER process. The Contractor shall develop and submit a list of operations recommended for VAL/VER to the Government for approval forty-five days after contract award. Additional operations may be added later at the request of the Government.

C.7.2 The Contractor shall perform the VAL/VER of each transferred manufacturing operation in a three (3) phase process. PHASE I: Each operation shall be performed using Contractor personnel only. PHASE II: The Contractors personnel shall demonstrate to ETP personnel. PHASE III: ETP personnel shall perform each operation, with Contractor oversight only. At their discretion, additional ETP personnel may be present to witness any of the VAL/VER Phases.

C.7.2.1 The Contractor shall develop and maintain a Validation/Verification Plan ,CDRL A009 which will provide an explanation of the methodologies to be used to validate/verify each manufacturing operation and the processes/documents and facilities equipment used to perform it. The methodology shall have built-in checks and balances to ensure that the highest standards of performance are achieved.

C.7.2.2 The process and/or documentation will be considered validated/verified when ETP personnel, using approved documentation and facilities, complete Phase III in accordance with the USG approved Validation/Verification Plan. This VAL/VER by ETP personnel shall constitute acceptance of the equipment and applicable documentation.

C.8 ENGINEERING SUPPORT TO PRODUCTION/TECHNICAL ASSISTANCE:

The Contractor shall provide the technical knowledge and services of various engineering organizations needed to solve problems associated with Coproduction process operation, ETP personnel performance to validated work instructions, and product quality.

C.8.1 QUALITY ENGINEERING: The Contractor shall provide quality engineering to assist in defect prevention, detection, evaluation, and notification systems that ensure continued production of acceptable quality parts. Quality Engineers will provide the assistance needed to help ETP personnel avoid and solve problems associated with the Coproduction process, personnel qualifications, and product quality. The Quality Engineering support activities may include machine, tool, and process capability studies, and review of specified and developed requirements affecting configuration and the amount, frequency, and severity of examinations and tests. The Contractors Quality Engineers shall provide recommendations for disposition of defective materials. They will assist in ETP development of procurement and manufacturing requirements, and personnel training and qualification activities. They will also establish and maintain a technical interface for Contractor-customer studies and communications. The Contractor shall provide quality engineering services to perform production troubleshooting, problem solving, and related quality engineering liaison tasks. In addition, the Contractors CONUS personnel will provide quality engineering liaison support to the deployed engineers, and will coordinate the support services with other US based office resources as required.

Quality engineering will assist the ETP in:

1. Assuring the compatibility of production operation sheets and quality requirements
2. The implementation and monitoring of corrective action
3. Reducing the cost of Quality
4. Refining work instructions and other quality documents
5. Assist in the resolution of vehicle acceptance issues in conjunction with Coproduction Field Office (CFO) personnel

C.8.2 FACILITIES ENGINEERING: The Contractors Facilities Engineering shall provide the technical knowledge and services needed to solve problems associated with the Coproduction process and the Contractor developed facility requirements. The facility engineering support activities include liaison support for problems associated with Coproduction material handling equipment, lifting devices, work area requirements, general safety requirements, and maintenance and utility requirements. The Contractors Facility Engineers shall establish and maintain a technical interface for Contractor/customer studies, quality reviews, and inter-organizational communications.

C.8.3 MATERIAL CONTROL: The Contractor will provide Material control personnel to identify the requirements for material handling, material handling equipment, storage, accounting, and control in the ETP Material Control Organization. The Government-furnished Material Control Plan shall be updated and provided by the Contractor IAW with CDRL A010 for identification and enumeration of the

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equipment proposed; layouts showing material flow, storage, and handling patterns; Job Position Requirements List, and an Organization Function Elements Chart and description. The Contractor shall provide the Manufacturing Bill of Material, which shall list stock and parts identification and will be updated as required. The Contractor shall provide support to the ETP in investigating and resolving material control problems and will assist in maintaining an inventory accuracy program at the ETP in accordance with approved Material Control Plans.

C.8.4 PRODUCT ENGINEERING: The Contractor shall provide product design liaison engineering support activities that will include tolerance stack-up and trade studies and review of specified requirements affecting product configuration, system integration, reliability, maintainability, human factor, safety, and material properties. The Contractors product design liaison engineers will evaluate material and workmanship defects and handling damage that results in product non-conformances with requirements. The Contractor shall provide recommendations for corrective action.

C.8.5 MANUFACTURING ENGINEERING: The Contractor shall advise ETP personnel in avoiding and solving problems associated with the Coproduction processes and product quality. The Contractors manufacturing engineering support activities will include machine, tool, and process studies. The manufacturing engineers will assist in ETP development of rework and repair requirements, and provide advisories for disposition.

C.8.6 INDUSTRIAL ENGINEERING: The Contractor shall provide assistance in refining process methods developed for Coproduction processes and for performing tool and equipment studies and providing recommendations for improvements. The Contractor shall provide assistance in analyzing labor and machine capabilities.

C.8.7 ENGINEERING TECHNICAL LIAISON: OCONUS Contractor personnel shall explain the drawings, specification and manufacturing operation data for production of M88A2 Vehicles to ETP personnel, perform evaluation of material characteristics and properties, provide technical liaison to manufacturing, packaging and material storage and control activities, and advise ETP/CMO on product defect correction and engineering change recommendations. The OCONUS Contractor shall actively participate in ETP configuration change review meetings, part source evaluation, supplier problem discussions, and material review board meetings.

C.8.8 SPECIALIZED ENGINEERING: The Contractor shall provide the services of an engineer to act as a liaison between the Coproduction Management Office, the M88A2 HERCULES office in York and the ETP and perform specialized engineering, tracking and resolution of production issues.

C.9 INTEGRATED LOGISTICS SUPPORT (ILS)/TOTAL PACKAGE FIELDING (TPF):

C.9.1 ILS OBJECTIVE: The ILS objective is for the GOE fielding of the twenty one (21) HERCULES vehicles in accordance with the GOE approved Vehicle Distribution Plan. The Contractors ILS personnel shall advise USG and Egyptian Land Forces (ELF) personnel as required to meet this mutual objective of M88A2 fielding.

C.9.2 TPF MANAGEMENT:

C.9.2.1 The contractor shall provide the planning and management necessary to identify all Egyptian Land Forces (ELF) equipment requirements. To include but not limited to provisioning review, requirements determination, material tracking, and shipment reconciliation and material status reports.

C.9.2 The Contractor shall develop a TPF distribution matrix based upon the ELF provided vehicle distribution plan to ensure that fielding material will be packaged in appropriate sets for gaining units. Further, the contractor shall provide both expertise/technical advice to the ELF/other contractors as to appropriate packaging type, material and methods.

C.9.3 DATA PROCESSING: (FMS Case Validation):

C.9.3.1 The Contractor shall provide and maintain a relational database capable of tracking the Egyptian TPF data in order to provide TPF status reports for use by the Coproduction Management Office (CMO), the ELF, and the Contractor.

C.9.3.2 The Contractors database shall include defined line items and CSPs.

C.9.4 MATERIAL CONTROL REPRESENTATIVE (OCONUS): The Contractor shall provide a Material Control Representative to advise the ELF concerning all material management, planning, and execution. The Contractor shall maintain an automated material database.

C.9.5 FREIGHT FORWARDER MANAGEMENT: The Contractor shall provide tracking information , coordinated through the Egyptian Freight Forwarder, to the MIMO and CFO/ETP representatives in Cairo for all parts and material, including TPF.

C.10 PROPERTY MANAGEMENT:

All property/material acquired by the Contractor (except for Household Items as described in Clause H.21) or provided by the USG/GOE shall be managed in accordance with part 45 of the FAR Federal Acquisition Regulation (FAR). The Contractor shall maintain inventory records of all property and material accountable under this contract. At contract completion, a representative of the USG will

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certify the accuracy and completeness of the inventory, at which time the inventory will be transferred to the GOE unless otherwise directed.

C.11 PROPOSAL COSTS:

The Contractor is authorized to bill for costs for development of proposals under the Contract when proposals are requested by the PCO.

C.12 PACKAGING AND SHIPPING DATA DEVELOPMENT:

C.12.1 The Contractor shall update packaging and shipping data to distribute parts to storage and assembly locations in Egypt. The Government will provide electronic files of existing M88A2 packaging data from Government files for reference. Data and information associated with HAZMAT shall be addressed by the Contractor to provide safe shipment. Data and information associated with shelf-life items shall be addressed by the Contractor to provide usable parts.

C.12.2 For items that are not HERCULES spare/repair parts, the Contractor shall develop preservation unit pack data sufficient to distribute parts to storage and assembly locations in Egypt. Access and background data will be provided to allow Government review. The Contractors method of preservation-unit pack for each item shall be subject to approval.

C.12.3 The Contractor shall submit a description of their processes for consolidating items in shipping containers and intermodal containers for approval. The description shall include software costs. The Contractor shall submit a description of their shipping and consolidation containers for approval.

C.12.4 The Contractor shall submit handling data for items that will not be shipped in intermodal containers.

C.12.5 The Contractor shall identify items that do not require further processing after receipt from vendors (buy items). The Contractor shall also identify make items. The Contractor shall identify items in their pack upon receipt/manufacture program and items in their vendor packaging program.

C.12.6 Unless existing LLR container designs for engine, transmission, and final drives (2) can be used without change or with only data plate/labeling changes, the Contractor shall provide alternate packaging instructions and validation testing. The existing GFM LLR for the (FAASV) HATZ APU can be used without change or with only data plate/labeling changes, the Contractor shall provide alternate packaging instruction and validation testing.

C.12.7 The Contractor shall update as required, packaging and shipping data to distribute Government-furnished Basic Issue Items (BII), Components of End Item (COEI) and On-board Spares (OBS) to Egypt. The BII/COEI, including OBS, are to be grouped as sets, applicable to a single vehicle.

C.13 MATERIAL HANDLING AND PROCESSING FOR SHIPMENT:

C.13.1 The Contractor shall receive Government-furnished emergency or unforeseen material shipments at its York facility. The material will be inventoried, consolidated, and provided to the Egyptian freight forwarder for shipment to the Egyptian Tank Plant.

C.13.2 Packaging: The Contractor shall assess unit packs and unit pack (identity) marking. Where assessment shows need for unit pack and marking improvements, the Contractor shall provide additional unit packaging and marking. The Contractor shall pack items into approved shipping/consolidation containers to provide for safe shipment and receipt of inventory in Egypt. For each shipping/consolidation container, the size, weight, method, number and identity of unit packs shall be recorded by the Contractor and provided to the Government as part of tracking.

TRF Number
Item Nomenclature
Part Number
Quantity

C.13.3 Shipment Marking: The Contractor shall clearly mark the consolidated material packages as follows: Ship To: Egyptian Coproduction Program, FMS Case EG-B-NFU

Military Factory 200
HQ 9 Mahmoud
Cairo, Egypt

C.13.4 Excluded from this clause is the handling, packaging and expedited shipping cost associated with the emergency/unforeseen shipment of any production material to the Egyptian Tank Plant solely as a result of the accelerated schedule for delivery/acceptance of the 21 vehicles for the Egyptian Army. Costs related to these emergency shipments will be separately funded by modification to hardware contract W56HZV-04-C-0105.

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C.14 CONUS LOCAL PURCHASE:

C.14.1 In the performance of this Contract, it is recognized that varying circumstances will require the procurement of parts or materials to prevent delays in coproduction of M88A2 HERCULES Vehicles in Egypt. Such supplies that are not priced into the Contract and were not contemplated, when the Contract was originally negotiated, as being the obligation of the Contractor will be subject to procurement under this provision. When requested by the U.S. Government, the Contractor will provide these parts or materials under CLIN 0005AA on an expedited basis. Items provided under this provision will be purchased by UDLF within CONUS. All requirements authorized for acquisition under this provision shall be provided by the Contractor in accordance with the following:

C.14.1.1 Parts Request Forms (PRFs) will be generated at the Egyptian Tank Plant (ETP) in accordance with standard ETP procedures. PRFs will identify the item and quantity to be procured. The PRF will be submitted to the Chief of the Coproduction Field Office (CFO) for review, evaluation and signature. The Chief of the CFO shall forward those items (PRFs) falling under the threshold defined in C.14.1.2 to the CONUS or OCONUS Local Purchase CLIN COR who will authorize the Contractor to proceed in accordance with the terms of this provision and subject to FAR provisions.

C.14.1.2 The items to be procured shall not exceed a unit price of \$250.00. Each order shall not exceed a total of \$1,000.00 unless otherwise authorized by the U.S. Government PCO.

C.14.1.3 A total amount of (TBD) is available to the Contractor to for the period of 1 Jan 05 through 28 Feb 07. The total amount consists of the following:

Estimated Cost:	\$12,624.00
Fixed Fee:	\$ 1,182.00
Total CPFF:	\$13,824.00

The contractor will be paid fixed fee based upon the number of PRFs processed during this period. The per PRF fixed fee is \$_____. The number of PRFs to be processed during this period is _____.

C.14.2 The Contractor shall report CLIN 0005AA status in the Monthly Performance and Cost Report submitted in accordance with CLIN 0003, ELIN A006. In addition, the Contractor shall maintain records, available for U.S. Government review, of the funds committed, expended, and disbursed under CLIN 0005AA for each purchase requisition.

C.14.3 Any property acquired under CLIN 0005AA by the Contractor, for delivery and use by the Government of Egypt (GOE) shall become the property of the GOE upon delivery. Such property, once delivered to the GOE, shall no longer be considered Government Property within the meaning of FAR Part 45.

C.15 Closing Activities at the ETP

C.15.1 Upon completion of production activities at the ETP,

a. Providing guidance and recommendations for ETP long term storage of HERCULES unique tooling, fixtures and facilities.

b. Assist in developing detailed procedures, as required, for preservation, packaging and storage of residual material, tooling and fixtures. Assisting ETP residual material, tooling and fixtures. Assisting ETP personnel in inventorying and documenting the condition of material, tooling, fixtures and facilities as they are prepared for long term storage.

C.16 Tool request Forms (TRF)

C.16.1 In performance on this contract, it is recognized that varying circumstances will require the procurement of tools or materials to prevent delays in the coproduction of vehicles in Egypt. The supplies are not priced into the contract and could not be contemplated when the contract was originally negotiated. When requested by the U. S. Government, the contractor will provide these parts or materials under a separate Cost Plus Fixed Fee CLIN on an expedited basis. Items provided under this provision will be purchased by the contractor within CONUS. In addition to the material cost of the items procured, the contractor is also authorized to charge (1) the cost of any direct labor associated with supporting the procurement; (2) the cost of packaging the material and (3) the cost of expedited shipping to the TRF CLIN.

C.16.1.1 All requirements authorized for acquisition under this provision shall be provided by the contractor in accordance with the following:

C.16.1.1.1 Tool Request Forms (TRF) will be generated at the Egyptian Tank Plant (ETP) in accordance with standard procedures. TRFs will identify the items and quantity to be procured. Each TRF will be verified as a requirement at the ETP before the signature cycle. The TRF will be submitted to the Chief of the Coproduction Field Office (CFO) for review, evaluation and signature. The chief of the CFO shall forward these documents with definition of what is required, that fall under the threshold defined in this clause to the Contracting Officer Representative (COR) who will authorize the contractor to proceed in accordance with the terms of the provision and

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subject to FAR provisions.

C.16.1.1.2 The assets to be procured shall not exceed a unit price of \$1,500.00 (direct material value). Each order shall not exceed the total of \$6,000.00 unless otherwise authorized by the Procuring Contracting Officer (PCO).

C.16.1.1.3 The contractor shall not be responsible for the procurement of any materials to be utilized on the Ingersoll Machining Centers at the ETP.

*C.16.1.2 The amount of \$212,000.00 is available to the contractor for the period of 1 Sep 2005 through 10 Sep 2008. The total amount consists of the following:

Estimated Cost:	\$193,874.00
Fixed Fee:	\$18,126.00
Total:	\$212,000.00

C.16.1.3 The contractor shall report CLIN 0007AA status in the monthly Performance and Cost Report submitted in accordance with CLIN 0003, ELIN A006. In addition, the contractor shall maintain records available for U. S. Government review of the funds committed, expended and disbursed under the CLIN for each purchase requisition.

C.17 FIELD SERVICE REPRESENTATIVE

C.17.1 The Contractor will provide one Field Service Representative (FSR) to provide technical and logistics advice and assistance services on-site in Egypt. The FSR will make recommendations to orient and instruct key personnel with respect to operation, maintainance, repair, parts supply and sustainment of the M88A2 HERCULES vehicles, including all subsystems. The FSR will be thoroughly experienced and qualified to advise and instruct personnel in the operations of the vehicle. He shall investigate and recommend the need for training and the need for Failure Anaylsis (FA) of specific components. The contract field service support shall include on-site back-up engineering information in the investigation and resolution of support problems.

C.17.2 The Contractor shall report problems, in writing, to the Co-Production Field Office (CFO) team site supervisor with copies to the CMO Logistics Management, as necessary. The Contractor shall prepare and submit reports on all field service activities in accordance with DID's A011 and A012.

ETP M88 Hercules Plant Equipment/Tools/Facilities Preservation

C.18. EQUIPMENT/TOOLS/FACILITIES PRESERVATION

C.18.1 Procedures

C.18.1.1 Preservation - A Preservation Procedure will be developed by the Contractor in accordance with CDRL DI-ILSS-81225 (A013) outlining the cleaning, inspection, repair, preservation and final inspection of the industrial plant equipment/tools/facilities listed in the attachment affected by the discontinuation of coproduction the M88A2 Hercules. Preservation of spare parts, for the items listed in the attachment, will also be included in this effort. The Contractor developed Preservation Procedure will use accepted industry/ETP practices for preservation and storage of equipment in-place. This work effort shall commence within 2 months after completion of the production of the HERCULES vehicles at the ETP.

C.18.1.2 Preventive Maintenance/Machine Cycling Procedures will be developed as required for the items listed in the attachment. In addition to the required maintenance and cycling tasks, the procedures will include instructions for the reactivation of equipment. The procedures shall be based on the continuous operation of the overpressure system in Building 1 and that the temperature and humidity controls in the ETP laboratories will remain in place and functional. The Contractor shall submit procedures in accordance with CDRL DI-ILSS-81225 (A013).

C.18.2. ETP will provide a sufficient number of personnel to perform preservation tasks in accordance with the program start date and schedule. All preservation tasks (cleaning, preservation, packaging, etc.) will be performed by ETP labor. The contractor shall identify the ETP manpower requirements for this task.

C.18.2.1 The Contractor shall provide oversight/supervision to ETP personnel performing the preservation efforts, taking responsibility that correct procedures for this effort are being followed.

C.18.3 All manuals pertinent to each piece of equipment shall remain under the responsibility of the ETP.

C.18.4 The Contractor shall provide all materials and supplies for the preservation of items listed in the attachment. The Contractor shall provide a material list showing type and quantity of material by each item of equipment to the CONUS COR for review no later than 30 days after Contract award, and the Government shall notify the Contractor of approval of the material after the receipt of the list.

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Minor deviations from the list may be made as required to meet program objectives.

C.18.5 Completion of the Preservation effort for each piece of equipment shall be documented by a Government signature/acceptance on a Certificate of Services provided by the Contractor. The Certificate shall verify that preservation conformed to the applicable Contractor-prepared/Government approved procedures, and that the preservation of each item listed on the attachment has been completed.

C.18.6 Disposition Instructions
Upon completion of this work effort the contractor will coordinate the transfer of goods to the Bonded Stores or warehouse and notify the Government of the transfer.

C.19 M88A1 to M88A2 Conversion Pre-Production Planning. The contractor shall provide pre=production planning assistance to the Egyptian Tank Plant and W/S 101 for a conversion of M88A1 vehicles to the M88A2 HERCULES configuration.

C.19.1 Develop a recommendation work share between ETP and W/S 101.

C.19.2 Perform a site survey of W/S 101, to include identification Depot Maintenance Plant Equipment (DMPE), tools, test equipment, repair parts and training needed to perform overhaul of M88A1 components which will be used in the M88A2 configuration, as well as the M88A2 engine, transmission, APU, Final Drives, Starter Generator and Wiring Harnesses. Findings shall be consolidated in a M88A2 Depot Study prepared and delivered in accordance with a report that is in contractor format. A recommendation on an area at W/S 101 for performing conversion activities shall also be provided.

C.19.3 Develop a draft schedule for performing conversion activities.

C.19.4 Identify excess M88A2 tooling, raw material, make parts and vehicle parts in inventory at the ETP. A listing of items shall be provided no later than 15 Oct 2006. Parts shall be segregated for use in conversion program.

C.19.5 Identify any special holding devices for performing hull machining in an upright position. Identify any special tooling requirements for performing the portable drill process. Identify any unique teardown tooling requirements.

C.19.6 Develop a draft Bill Of Material (BOM) which supports proposed work share arrangement.

C.19.7 Revise the current Configuration Management Plan for a conversion of a M88A1 vehicle to a M88A2 vehicle.

*C. 20 M88A1 to M88A2 Pilot Conversion Program

*C.20.1 The contractor will provide CONUS, OCONUS, and TDY staffing to provide manufacturing technical assistance to the Government of Egypt in the performance of a pilot M88A1 to M88A2 Conversion program. Work will be conducted at Workshop 101 and the Egyptian Tank Plant.

*C.20.2 The contractor will use the M88A1 to M88A2 Conversion Pre-Production Planning Report, Revision 1, dated 31 January 2007, as a guide in providing technical assistance in the performance of this program.

*C.20.3 The contractor will provide the process documentation necessary to support the unique inspection and conversion processes for the work processes described below.

*C. 20.3.1 the contractor will support Workshop 101, at a minimum, with the following tasks:

- (1) Selection of the candidate M88A1 vehicle
- (2) Vehicle disassembly and aperture removal
- (3) Vehicle/structure movement

*C.20.3.2 The contractor will support the Egyptian Tank Plant, at a minimum, with the following tasks:

- (1) Hull machining
- (2) New Portable drill work scope on the hull
- (3) Hull welding (both ETP scope and work scope previously performed by the contractor).
- (4) Fabrication of make parts from raw material
- (5) Powerpack assembly and goundhop
- (6) Conversion of re-use items
- (7) Fabrication and machining of the M88A2 Boom assembly
- (8) Refurbishment of the Spade
- (9) Painting, vehicle assembly, testing and final vehicle processing

*C. 20.4 The contractor will package and ship all Government Furnished Material (GFM) needed for the conversion process.

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*C.20. 5 Within 60 days of the completion of the pilot conversion effort, the contractor shall prepare a Lessons Learned report in contractor format.

* Changed by modification P00017

*** END OF NARRATIVE C0009 ***